

# **EXHIBIT C**

CONFIDENTIAL - ATTORNEYS EYES ONLY

This agreement effective date January 1, 2012 is entered into by and between Tufamerica, Inc. at 10 West 37<sup>th</sup> Street, Suite 601, New York, New York 10018 ("Tuff City Records") and James Avery Ph.D. at 611 6TH PL SW, Washington, DC 20024-2433 ("Avery").

Whereas Avery was a member of the artist professionally known as "Trouble Funk" and owns or controls some of the copyrights in the master recordings and musical compositions recorded by Trouble Funk (the "Trouble Funk Copyrights");

Whereas Tuff City Records is experienced at litigating copyright infringement actions;

Whereas Avery desires Tuff City Records to pursue copyright infringement actions involving the Trouble Funk Copyrights on Avery's behalf;

Now, therefore, the parties agree as follows:

1. The term of this agreement is two (2) years commencing January 1, 2012 (the "Term").
2. During the Term, Avery hereby exclusively licenses to Tuff City Records his right to sue and recover on all accrued and future causes of action in connection with all of the Trouble Funk Copyrights ("Trouble Funk Infringement Actions").
3. To the extent that exclusive licenses of any of Avery's copyrights in the Trouble Funk Copyrights under the Copyright Act of 1976, 17 U.S.C. §101, et seq., are necessary for "standing" or similar reasons in connection with filing and maintaining a Trouble Funk Infringement Action, Avery hereby exclusively licenses such copyrights to Tuff City Records for the purpose of filing and maintaining Trouble Funk Infringement Actions.
4. Tuff City Records shall be responsible for advancing all costs and expenses in connection with filing and litigating Trouble Funk Infringement Actions, including without limitation, court costs and attorneys' fees.
5. Tuff City Records shall protect, indemnify, defend and hold Avery harmless from any and all loss, damages, liabilities, costs and expenses arising out of any claim or cause of action brought by a third party against Avery as part of any Trouble Funk Infringement Actions.
6. Tuff City shall pay Avery [REDACTED] (the "Advance") upon execution of this agreement as an advance against all amounts Avery is entitled to receive herein in connection with the Trouble Funk Infringement Actions.
7. Tuff City shall be entitled to [REDACTED] of Avery's Share of the Net Proceeds from all Trouble Funk Infringement Actions.
8. "Net Proceeds" is defined as gross receipts minus Tuff City Records' documented costs, including legal fees, courts costs and expenses incurred in connection with successful Trouble Funk Infringement Actions. In addition, Tuff City may only take documented costs relating to

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the specific cause of action for which the gross proceeds are being paid out. As described in this paragraph "successful" shall mean any Trouble Funk Infringement Action resulting in either a favorable settlement or a judgment in favor of Trouble Funk.

9. "Avery's Share" is defined as a fraction, the numerator of which is one (1) and denominator of which is the total members of Trouble Funk listed on the copyright registration for the respective Trouble Funk Copyright that is the subject of the Trouble Funk Infringement Action. In the event the Trouble Funk Copyright is registered in any variation of the name of the artist as a whole, i.e., "Trouble Funk" then Avery's Share shall equal a fraction, the numerator of which is one (1) and the denominator of which is four, the number of members of Trouble Funk at the time the registration was filed who were responsible for writing the music.

10. In the event that any settlement or final judgment in connection with Trouble Funk Infringement Action results in ongoing future royalties ("Ongoing Royalties"), Tuff City shall be entitled to [REDACTED] of Avery's Share of the Ongoing Royalties. For the avoidance of doubt, Tuff City's right and entitlement to collect and receive its [REDACTED] of Avery's Share of the Ongoing Royalties shall survive the expiration of the Term.

11. Tuff City Records' right and entitlement to collect and receive its [REDACTED] of Avery's Share of the Net Proceeds in connection with Trouble Funk Infringement Actions shall survive the expiration of the Term with respect to any Trouble Funk Infringement Action filed prior to the expiration of the Term ("Pending Actions"). For the avoidance of doubt, all of the terms and provisions of this agreement shall survive the expiration of this agreement with respect to the Pending Actions.

12. Avery warrants and represents that i) Avery owns or controls the Trouble Funk Copyrights; ii) Avery has the right to grant the rights granted herein; iii) Avery has the right to enter into this agreement; and iv) that Avery has not previously granted any of the rights granted herein to any other person or entity.

13. Tuff City Records warrants and represents that it will remit payment of Avery's [REDACTED] of his share of net proceeds within ten (10) business days of the receipt of any proceeds by Tuff City Records. Reports of all associated costs and proceeds will be provided to Avery on a quarterly basis within Thirty (30) days of the ending of the relevant quarter. For example, the report for the first quarter of any calendar year would be due by April 30 of that year.

14. Avery shall have the right to audit the books of Tuff City Records relating to costs, expenses and gross receipts, including all settlements, relating to any Trouble Funk Infringement Actions or the licensing of any Trouble Funk Copyrights.

15. Avery agrees to fully cooperate and provide all information and assistance necessary for Tuff City Records to pursue the Trouble Funk Infringement Actions.

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16. This agreement may be executed in counterparts, and all such counterparts shall constitute one agreement, binding on the parties hereto. Facsimile copies, scanned copies or photocopies of an executed version of this agreement shall have the same force and effect as the original version.

17. This agreement and all exhibits and attachments hereto shall be governed and interpreted in accordance with the laws of the State New York without reference to its choice of law rules. Both parties agree to submit to the exclusive jurisdiction of the courts located in the State of New York, County of New York in regard to any action brought concerning this Agreement.

ACCEPTED & AGREED TO:

Tufamerica, Inc.

  
An Authorized Signatory  
Fed Tax ID: 11-3078427

James Avery

  
James Avery  
SSN: [REDACTED]

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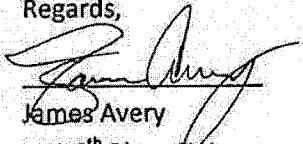
December 30, 2011

**Tuff City Music Group**  
**10 West 37th Street, Suite 601**  
**New York, NY 10018**

Dear Sir,

Enclosed please find two copies of the signed agreement between Tufamerica, Inc. and James Avery to pursue copyright infringement actions involving Trouble Funk Copyrights on Avery's behalf. Please send one copy of the fully executed agreement and the advance payment to James Avery at the address below.

Regards,



James Avery  
611 6<sup>th</sup> Place SW  
Washington, DC 20024

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